

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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EKMAN & CO AB,

Plaintiff,

Case No. 10 CV 8110 (JGK)

-against -

GRAPHIC PAPER, INC.,

Defendant.

USDC SDNY  
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DATE FILED: 2/16/12

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GRAPHIC PAPER, INC.,

Interpleader Plaintiff,

-against-

EKMAN & CO AB, and  
U.S. BANK NATIONAL ASSOCIATION,

Interpleader Defendants.  
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**CONSENT ORDER**

This matter having come before the Court upon the application of Ekman & Co AB ("Ekman AB") and U.S. Bank National Association, in its capacity as Indenture Trustee, ("U.S. Bank") (individually, each a "Settling Party," and together, the "Settling Parties"); and

**IT APPEARING** that Graphic Paper, Inc. ("Graphic") initiated an interpleader lawsuit (the "Interpleader") by filing a counterclaim in this Action seeking a declaration as to the proper recipient of a sum of \$1,905,885.33 which Graphic was to pay to Ekman AB (the "Escrow Principal"); and it further

**APPEARING** that Interpleader-Defendant U.S. Bank has disclaimed all interest in the Escrow Principal; and it further

**APPEARING** that the Settling Parties desire to resolve the Action amicably and that the Settlement Agreement and Release attached hereto as Exhibit A, has been duly executed by the Settling Parties; and it further

**APPEARING** that on December 8, 2010, this Court issued an order permitting Graphic to deposit funds with the Court; and it further

**APPEARING** that pursuant to the Order issued on December 8, 2010, that Graphic deposited \$1,905,883.33 into the Court on December 10, 2010; and it further

**APPEARING** that on May 3, 2011, this Court issued an order permitting Graphic to deposit \$31,517.21, such sum reflecting a partial deposit of interest accrued on the Escrow Principal prior to the deposit of the Escrow Principal with the Court ("Escrow Interest"); and it further

**APPEARING** that pursuant to the Order issued on May 3, 2011, that Graphic deposited \$31,517.21 into the Court on May 5, 2011; and it further

**APPEARING** that the Settling Parties and Graphic have agreed that \$20,318.75 from the Escrow Principal should be retained in the escrow of the Court abiding resolution of Graphic's claim for attorneys' fees, and \$1,885,564.58 of the Escrow Principal plus any funds earned on the Escrow Principal during the period of deposit in the registry of the Court (together, the "Escrow Payment") shall be paid to Ekman AB.

IT is this 15<sup>TH</sup> day of February, 2012

ORDERED as follows:

1. Within 10 days, the Clerk shall direct payment by check to Ekman & Co AB of the Escrow Payment. Ekman AB's counsel will pick up the check, after notice by the Clerk.
2. All claims by Ekman AB against U.S. Bank be and hereby are DISMISSED WITH PREJUDICE from this action; and
3. All claims by U.S. Bank against Ekman AB be and hereby are DISMISSED WITH PREJUDICE from this action; and
4. With regard to the claims dismissed pursuant to paragraphs 2 and 3, above, each Settling Party shall bear its own fees and costs, including attorneys' fees and costs, as against the other Settling Party.

  
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JOHN G. KOELTL, U.S.D.J.